

STATE OF INDIANA
COUNTY OF PORTER

IN THE Porter CIRCUIT/SUPERIOR COURT
SEATED IN _____

VALPARAISO PARTNERS LLP
Plaintiff,

v.

Shelter General Insurance Company
Defendant.

CAUSE NO:

COMPLAINT

COME NOW **VALPARAISO PARTNERS LLP** ("PARTNERS"), by counsel, Ashford Law Group, P.C., for his claims against ("Shelter") states as follows:

THE PARTIES

- 1) At all times relevant herein, Partners has been residing in County, Indiana.
- 2) At all times relevant hereto, Partners owned certain real estate and improvements located at 2005 Valparaiso St. Valparaiso IN, (the "Property").
- 3) At all times relevant hereto, Shelter is and has been an Indiana insurance company, headquartered in Marion County, Indiana.
- 4) At all times relevant hereto, Shelter has been licensed by the Indiana Department of Insurance to issue homeowners' insurance policies to Indiana residents, and has been doing business in accordance therewith.

THE POLICY

- 5) At all times relevant hereto, Shelter issued Homeowners Policy, Policy Number 13-76-C-8440471-3 to the Partners (the "Policy"), which specifically covered the Residence. [A

copy of the Policy, effective March 30, 2019 is attached hereto and incorporated herein as Exhibit "A".]

6) The relevant term of coverage with respect to this lawsuit is 09-03-2019 through 09-03-2020.

7) The Policy provides coverage for loss to the Dwelling (Residence), Other Structures Personal Property and loss of use.

8) The Partners paid all Policy premiums that became due during the Term, for all coverages and Endorsements.

9) The Policy remained in force throughout the duration of the Term, and thereafter was renewed.

THE CLAIMS

10) On or about 04/07/2020, a damaged the Partners 's building, other structures and personal property.

11) Shortly thereafter, the Partners reported their claim to Shelter .

12) Shelter received timely notice of the damage claim, and further assigned it Claim Number CF2855569 .

13) Shelter inspected the property and determined that it was a covered loss.

14) Partners fully complied with all terms and conditions precedent under the Policy pertaining to the provision of coverage and/or the issuance of payment for all losses associated with the Claim.

15) Partners has not excused Shelter's non-performance of its obligations under the Policy.

16) Partners has satisfied any and all preconditions to coverage, or to filing suit, or the

same have been waived by Shelter.

17) At all times relevant hereto, Shelter has acted by and through its employees and agents in its handling of the Claim.

COUNT I – BREACH OF CONTRACT

1-17. Plaintiff, repeats and re-alleges rhetorical paragraphs 1-20, as if fully reincorporated herein.

18) The Policy is a valid contract (“Contract”) between the Partners and Shelter.

19) In addition to the provisions in the Policy, amendments and endorsements, the Contract further includes additional provisions required by law, as well as an obligation by Shelter to exercise a covenant of good faith and fair dealing toward Partners.

20) Shelter has breached its Contract with the Partners in one or more of the following ways:

- a) Misrepresenting the terms and conditions of coverage;
- b) Failing and refusing to pay for the replacement cost and/or actual cash value and depreciation for the Partners’ damaged property;
- c) By failing and refusing to pay Partners in accordance with certain agreements entered and/or unilaterally terminating and/or breaching agreements entered with the Partners regarding their claim;
- d) Misrepresenting Shelter’s policies regarding payment of coverages;
- e) Failing and refusing to pay the cost to replace Partners’ damaged property, without legal excuse or justification;
- f) Failing and refusing to pay the Partners pursuant to the replacement cost coverage for which the Partners has paid additional premiums and costs;

- g) Unnecessarily delaying the handling of the Claim, without legal excuse or justification;
- h) Intentionally misleading and/or deceiving Partners ;
- i) Failing and/or refusing to properly inspect and/or investigate the loss; and
- j) Failing to exercise good faith and fair dealing in its handling of the Partner's Claim.

21) As a direct and proximate result of Shelter's breach of contract with Partners, Partners has suffered consequential damages, including but not limited to:

- a) The loss and damage to his property without indemnification provided for in the Policy;
- b) The loss of use of his property and other insurance benefits;
- c) The increased cost to repair and/or replace his property insured;
- d) Depreciated amount of real and personal property; and
- e) Other consequential damages.

WHEREFORE, Plaintiff, VALPARAISO PARTNERS LLP by counsel, respectfully requests judgment in her favor and against defendant Shelter General Insurance Company, and further requests the following relief:

- A. For the payment of all proceeds available and due under the Policy;
- B. For all reasonable compensatory and consequential damages;
- C. For recoverable pre-judgment and post-judgment interest; and recoverable attorney fees and costs; and
- D. For all other just and proper relief in the premises.

Respectfully submitted,

ASHFORD LAW GROUP, P.C.

BY: C. ANTHONY ASHFORD, 19253-02

/s/ C. Anthony Ashford

Attorney for Plaintiff

332 W. 806 N.

Valparaiso, IN 46385

P: (219) 728-5210

F: (219) 728-5210

tony@nwilawfirm.com

JURY DEMAND

PLAINTIFF, BY COUNSEL, HEREBY DEMAND TRIAL BY JURY.

Respectfully submitted,

ASHFORD LAW GROUP, P.C.

BY: C. ANTHONY ASHFORD, 19253-02

/s/ C. Anthony Ashford

Attorney for Plaintiff

332 W. 806 N.

Valparaiso, IN 46385

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tony@nwilawfirm.com

CERTIFICATE OF FILING

I certify that on the 6th day of April 6, 2022, I electronically filed the foregoing document using the Indiana E-Filing System (IEFS).

BY: /s/ C. Anthony Ashford



Shelter General Insurance Company
 1817 W Broadway
 Columbia, MO 65218
 1-800-SHELTER (743-5837)

Porter Superior Court 5

USDC IN/ND case 2:22-cv-00202-PPS-JEM document 3 filed 04/06/22 page 2 of 9

Filed: 4/6/2022 5:52 PM
 Clerk
 Porter County, Indiana

Commercial Fire Insurance Policy Declarations

Named Insured:

VALPARAISO PARTNERS LLP
 259 INDIANA AVE STE D
 VALPARAISO IN 46383-5581

Policy Number: 13-76-C-8440471-1
Effective Date: 09-03-2019 (12:01 AM CST)
Expiration Date: 09-03-2020 (12:01 AM CST)

Agent: ERIN J VALDIVIA LUTCF
 13-0C289-56
 259 INDIANA AVE
 STE C
 VALPARAISO IN 46383
 219-464-3493

These **Declarations** are part of your policy and replace all prior **Declarations**.

Policy Deductible

\$2,500

Location 1

2005 VALPARAISO ST IN VALPARAISO IN 46383 (COUNTY 0127)

Protection

02

Item No.	Occupancy Code	Item Description	Limits	Covered Cause of Loss	Premium
001	0702	JOISTED MASONRY BUILDING BUILDING (COINSURANCE 80%) - OFFICES - NON-GOVERNMENTAL	\$1,410,300	BROAD	\$3,484.00
002	0702	BUSINESS INCOME (AT BUILDING BUILDING) (COINSURANCE 80%) ONLY RENTAL VALUE	\$125,000	BROAD	\$205.00
003	1185	PROPERTY IN THE OPEN - BILLBOARDS AND SIGNS OTHER THAN ENTIRELY METAL, INCLUDING FRAME AND SUPPORTS (COINSURANCE 80%) - SIGN	\$10,000	BASIC	\$337.00

Premium Adjusting Endorsements	Limits	Deductible	Number	Premium
Business Income (Without Extra Expense) Coverage Form			CP 00 32 10 12	
Cause of Loss - Broad Form			CP 10 20 10 12	
Outside Signs			CP 14 40 06 07	
Applies only to item(s) showing sign				
Building and Personal Property Coverage Form			CP 00 10 10 12	
Cause of Loss - Basic Form			CP 10 10 10 12	

Total for Term (This is Not a Bill):

\$4,026.00

Policy forms and additional endorsements attached to this policy	Number
Inflation Protection Endorsement	B-697-B

Policy forms and additional endorsements attached to this policy	Number
Indiana Changes - Pollution	IL 01 92 02 08
Amendatory Endorsement	B-174-B
Amendment to Policy - Fungus/Mold Exclusion	B-703.1-B
Amendatory Endorsement - Debris Removal	B-724.2-B
Commercial Property Conditions	CP 00 90 07 88
Exclusion of Loss Due to Virus or Bacteria	CP 01 40 07 06
Indiana Changes - Right to Recovery	CP 01 52 07 96
Exclusion of Loss Due to By-Products or Processing Operations (Rental Properties) Applies to any and all buildings described in the Declarations that may be rental units	CP 10 34 10 12
Common Policy Conditions	IL 00 17 11 98
Indiana Changes	IL 01 58 09 08
Indiana Changes - Cancellation and Nonrenewal	IL 02 72 09 07
General Policy Notification	S-17-S
Indiana Changes - Concealment, Misrepresentation or Fraud	IL 01 56 11 17

Mortgagee

TECH CREDIT UNION
10951 BROADWAY
CROWN POINT IN 46307-7312

(For Office Use Only)

Transaction: RNEW B

H. O. CODE: 4,026.00

Policy ID: 68004545686

Policy Term: One Year

Date Issued: 07-30-2019

'07302018'

B-5.1-B

End of Declarations